

**AMENDMENT NO. 05 TO CONTRACT NO. 41910 RELEASE NO. T-653(5)**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Cisco Systems, Inc., 7900 International Drive, Suite 400, Bloomington, MN 55425 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract 41910, April 1, 2012, to March 31, 2017 ("Contract"), to provide Telecom: Network Equipment, Maintenance and Support; and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. 41910 is extended through June 30, 2017, at the same prices, terms, and conditions.

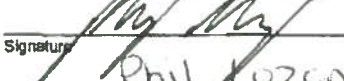
This Amendment is effective beginning April 1, 2017 or upon completion of executed document whichever is later, and shall remain in effect through Contract expiration, or until the Contract is canceled, whichever occurs first

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby

**1. CISCO SYSTEMS, INC.**


The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By:   
Signature  
Printed Name: Phil Lozano  
Title: Director, Finance  
Date: MAR 31 2017

By: \_\_\_\_\_  
Signature  
Printed Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**2. OFFICE OF STATE PROCUREMENT**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By:   
Title: Acquisition Management Specialist  
Date: 4/3/17

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: Original signed  
Date: APR 03 2017

**By Andy Doran**

**APPROVED BY LEGAL**

## GENERAL INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor), and/or their authorized distributor, dealer, reseller, subcontractor (Subcontractor), shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contract Vendor, their Subcontractor, or by anyone directly or indirectly employed under this Contract. The State will determine whether the Contract Vendor or the Contract Vendor's Subcontractor insurance will be filed with the State.

The Contract Vendor, or their Subcontractor, shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor, or their Subcontractor, under this Contract can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

### REQUIREMENTS FOR THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall be primary insurance to any other valid and collectible insurance available to the state of Minnesota with respect to any claim arising out of this Contract.

An Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits, or their Subcontractor's policy limits, to satisfy the full policy limits required by the Contract.

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor, or their Subcontractor, is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor, or their Subcontractor, is self-insured, a Certificate of Self-Insurance must be attached.

The Insurance Companies used must have an "AM Best" rating of A- (minus), Financial Size Category (FSC) VII or better, and be authorized to do business in the State of Minnesota.

### NOTICE TO THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The failure of the State of Minnesota to obtain Certificate of Insurance, for the policies required under this Contract or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor, or their Subcontractor, to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contract Vendor, or their Subcontractor, is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor or their Subcontractor. All insurance policies must be open to inspection by the state, and copies of policies must be submitted to state's authorized agent upon written request.

### NOTICE TO INSURER:

The Contract Vendor's insurance company, or their Subcontractor's insurance company, waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

### POLICY REQUIREMENTS:

#### 1. Workers' Compensation Insurance:

- A. Statutory Compensation Coverage. If MN Statute 176.041 exempts the Contract Vendor, or their Subcontractor, from Workers' Compensation insurance or if the Contract Vendor, or their

Subcontractor, has no employees in the State of Minnesota, the Contract Vendor, or their Subcontractor, must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contract Vendor, or their Subcontractor, from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor, or their Subcontractor, becomes eligible for Workers' Compensation, the Contract Vendor, or their Subcontractor, must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

- B. Coverage B – Employer's Liability with limits of not less than:  
\$100,000 Bodily Injury by Disease per Employee  
\$500,000 Bodily Injury by Disease Aggregate  
\$100,000 Bodily Injury by Accident

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

2. **Automobile Liability Insurance:**

The Contract Vendor, or their Subcontractor, shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles.

- A. Minimum Limits of Liability:  
\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
- B. Coverages:  
 Owned Automobile  
 Non-owned Automobile  
 Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

3. **General Liability:**

The Contract Vendor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.

- A. Minimum Limits of Liability:  
\$2,000,000 - Per Occurrence  
\$2,000,000 - Annual Aggregate  
\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

- B. Coverages  
 Premises and Operations Bodily Injury and Property Damage  
 Personal & Advertising Injury  
 Blanket Contractual  
 Products and Completed Operations  
 State of Minnesota named as an Additional Insured

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance:**

This policy will provide coverage for all claims the Contract Vendor or their Subcontractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contract Vendor's or their Subcontractor's operations under the contract.

Contract Vendor or their Subcontractor is required to carry the following **minimum** limits:

- \$2,000,000 – per claim or event  
\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contract Vendor or their Subcontractor and may not exceed \$50,000 without the written approval of the State. If the Contract Vendor or their Subcontractor desires authority from the State to have a deductible in a higher amount, the Contract Vendor or their Subcontractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contract Vendor or their Subcontractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contract Vendor or their Subcontractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contract Vendor or Subcontractor to fulfill this requirement.

## CERTIFICATE OF SECRETARY

I, Mark Gorman, hereby certify the following:

1. I am a duly appointed, qualified and acting Assistant Secretary of Cisco Systems, Inc., a California corporation (the "Company");
2. I am authorized to make, execute and deliver this Certificate on behalf of the Company; and
2. Phil Lozano is a Director, Finance of the Company and by virtue of serving in this position has the authority to bind the Company, sign all documents and instruments on behalf of the Company and to take any steps he deems necessary or advisable on behalf of the Company with respect to the Amendment No. 05 to Contract No. 41910 Release No. T-653(5).

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of March, 2017.



A handwritten signature in black ink that reads "Mark Gorman".

Mark Gorman  
Assistant Secretary  
Cisco Systems Inc.

APPROVED BY BOARD

